

repairs) of \$10,550, and put the said parties in possession thereof, under the said agreement, and gave them personal property to the amount of \$1450, though he has executed no deed to the said daughter for the said farm, but being a complainant in the bill, offers to submit to a decree to that effect, insisting on a contemporaneous execution on the part of the said Robert W. Bowie, of his part of said agreement. That the said farm was purchased, not only with the concurrence but at the suggestion of the said Robert W. Bowie, made on the eve of the said marriage, and at that time the house thereon was furnished by the said Robert W. Bowie with as much furniture as he thought the said married couple would need, and the farm itself supplied to some extent with necessary utensils. That the said Robert W. Bowie had also, prior to the said marriage, and afterwards, put some slaves, &c., upon the farm, in part performance of his said agreement.

The answer of Robert W. Bowie's personal representatives, admits the marriage, but no part of the alleged agreement, and pleads the statute of frauds. It is, therefore, requisite that the agreement should be established by proof, and shown either to have been in writing, signed by the parties in pursuance of the statute of frauds, or to have been taken out of the statute by such acts as have been deemed by courts of equity sufficient for that purpose.

There is no proof of any formal agreement signed by the parties, and it was admitted by the complainants' counsel in the argument, that there was no written agreement by which the defendants' testator could be bound, unless an agreement might be inferred from the contents of three letters in the testator's hand-writing, addressed to the said John T. Stoddert, and in proof in the cause, and that a concluded agreement could be inferred from them, was not pressed upon the court.

The first inquiry is, is there any, and what, agreement proved in the cause between the parents and the couple about to be married, on the faith of which the matrimonial contract was entered into? I can find no proof whatever, of a contract between